

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

4990  
97476

FILE: B-184581

DATE: August 19, 1975

MATTER OF: William R. Pfeifer, Jr.

**DIGEST:**

In sale of surplus Government property where purchaser submitted identical unit and total bid prices for an item consisting of twenty-two pieces, contracting officer was on constructive notice of possible error in bid and should have sought bid verification, in the absence of which contract may be rescinded.

The Defense Supply Agency (DSA) has forwarded for our decision the claim of Mr. William R. Pfeifer, Jr., that he made an error on one item in his bid submitted in response to invitation for bids (IFB) No. 27-5167, issued by the Defense Property Disposal Region, Columbus, Ohio, for sale of surplus vehicles and vehicular parts.

Mr. Pfeifer was high bidder on item 335, which consisted of 22 "each" engine starters. Mr. Pfeifer submitted identical unit and total bids of \$50.00 for the item and was awarded the item based on a unit bid of \$50.00 for a total of \$1,100.00. The second high bid for this item was \$25.00 each. After being informed of the award, Mr. Pfeifer alleged a mistake in bid, asserting that the \$50.00 was intended as a total and not a unit price.

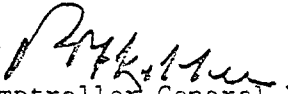
The contracting officer reports that she "was not on notice of a mistake in bid prior to award due to the fact that there was no great disparity in the bids," and the fact that "the unit and total were the same went unnoticed at the bid opening." As a result, she did not seek bid verification from Mr. Pfeifer. On that basis, DSA recommends that the contract be rescinded because "the error is patent on the face of the bid itself."

We agree that the error is apparent on the face of the bid. While the general rule is that in case of a discrepancy between the unit and extended price in a bid the unit price will govern, this rule is for application only where the correction results

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in a relatively minor change in the extended price or where circumstances indicate that the unit price actually represents the intended price. B-172642, June 9, 1971; 37 Comp. Gen. 829 (1958). In this case, the unit and total bid prices were identical, so that correction would result in a substantial change in the extended price. Accordingly, since the contracting officer was on constructive notice of an error in Mr. Pfeifer's bid, she should have sought verification before making the award.

In view of the above, contract 27-5167-849 may be rescinded.

  
Acting Comptroller General  
of the United States